



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

CONTRACTS — SUIT BY THIRD PERSONS NOT PARTIES TO CONTRACT — PROMISE TO DISCHARGE OBLIGATION OF PROMISEE — INDIAN LAW. — In consideration of the conveyance of property, the defendant promised a debtor to discharge his obligation to a creditor. The creditor brought suit on this promise, joining the original obligor as defendant, and asked a decree against the promisor for the amount of the debt. *Held*, that the plaintiff is entitled to the relief sought. *Dutt v. Mondol*, 17 Calcutta Weekly Notes 1143 (India Civ. App. Jur., June, 1913).

Most American jurisdictions, following the famous case of *Lawrence v. Fox* (20 N. Y. 268), allow a creditor whose debtor has been given a promise to pay the debt a direct action at law against the promisor. *Meyer v. Lowell*, 44 Mo. 328; *Wood v. Moriarty*, 15 R. I. 518. *Contra, Borden v. Boardman*, 157 Mass. 410, 32 N. E. 469. A few courts appreciate more clearly the basis of the creditor's interest and give relief only by suit in equity to reach and apply the debtor's right against the promisor in satisfaction of the creditor's claim. *Forbes v. Thorpe*, 209 Mass. 570, 95 N. E. 955. See article by Prof. Williston, 15 HARV. L. REV. 775 *et seq.* In England, however, no one but the promisee may enforce the promise, at law or in equity. *Price v. Easton*, 4 B. & Ad. 433. Cf. *Re Empress Engineering Co.*, 16 Ch. D. 125. The radical departure of the principal case from the settled English law does not arise from the Indian rule that consideration need not move from the promisee. See POLLOCK, INDIAN CONTRACT ACT, 3 ed., p. 19; 15 HARV. L. REV. 771. It is rather an instance of the general tendency of the modern law to give direct relief to third persons interested in the performance of a contract when such is the intent of the parties. The civil law generally permits recovery by a beneficiary. See 16 HARV. L. REV. 43. Even the English law has lost some of its rigidity by improperly extending its conception of a trust. Cf. *Moore v. Darton*, 4 DeG. & Sm. 517. The recognition in India of the substantial justice of the prevailing American view is, therefore, in harmony with the trend of legal development.

CRIMINAL LAW — FORMER JEOPARDY — PERJURY — DIFFERENT FALSEHOODS IN SAME PROCEEDING UNDER SAME OATH. — The defendant was indicted for perjury. He had previously been acquitted on a charge of perjury, based on another and different falsehood under the same oath in the same proceeding. *Held*, that the previous trial constitutes former jeopardy. *Black v. State*, 79 S. E. 173 (Ga. Ct. App.).

The precise point seems never to have arisen before. Perjury is committed when one who has taken oath to testify to the truth in a judicial proceeding knowingly makes a false statement material to an issue in that proceeding. See *People v. Fox*, 25 Mich. 492, 496; *Herring v. State*, 119 Ga. 709, 715, 46 S. E. 876, 879; STEPHEN, CRIM. LAW DIG., 4 ed., p. 95; 4 BL. COM. 137. It might be deduced from this that each false assertion constitutes a separate crime, and that the principal case is erroneously decided. But it is universally held that a single count of indictment containing several assignments of perjury under one oath is not bad. *State v. Bishop*, 1 D. Chipm. (Vt.) 120; *State v. Bordeaux*, 93 N. C. 560; *Commonwealth v. Johns*, 6 Gray (Mass.) 274. Also that a count of indictment containing charges of more than one crime is bad for duplicity. *State v. Dennison*, 60 Neb. 192, 82 N. W. 628; *Commonwealth v. Symonds*, 2 Mass. 162; *State v. Temple*, 38 Vt. 37. It follows therefore that various false statements under one oath constitute but one crime. See *State v. Bishop*, *supra*, p. 123. This supports the reasoning of the principal case to the effect that violation of the oath is the gist of the offense, and the several falsehoods only so many several means to a single criminal result. The defendant is therefore clearly within the constitutional guaranty.

FRAUDULENT CONVEYANCES — WHAT CONSTITUTES FRAUD — RIGHTS OF CREDITORS — PERSONAL RIGHTS AGAINST TRANSFeree. — A debtor trans-